

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, August 16, 2016 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

The City Council meeting packets are prepared several days prior to the meetings and available for public inspection at City Hall during normal business hours the Monday prior to the meeting. This information is reviewed and studied by the City Council members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. Agendas are posted on the City's website, the City Hall bulletin board and at the Post Office the Friday prior to the Council meeting.

7:00pm Council Meeting

1. Call to Order.

2. Roll Call.
- | | |
|-----------------|------------------|
| Mayor | Ron Engels |
| Mayor Pro-Tem | Kathy Heider |
| Council members | Shirley Voorhies |
| | Judy Laratta |
| | Jeff Aiken |

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

6. Consent Agenda: The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

Regular Bill lists through August 5; and
City Council minutes: August 2, 2016.

PUBLIC FORUM/AUDIENCE PARTICIPATION – (public comment on items on the agenda not including Public Hearing items); the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to **three (3) minutes per speaker**. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

ACTION ITEMS: NEW BUSINESS –

7. Resolution No. 16-22: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement between the Gilpin County Clerk and Recorder and the City of Central regarding the conduct of a coordinated election to be held November 8, 2016.(Bechtel)
8. Resolution No. 16-23: A resolution of the City Council of the City of Central, Colorado approving a Service Agreement with Xpress Solutions, Inc. to provide Automated Clearing House (ACH) and online bill pay services to the City for the benefit of the City's utility customers.(Adame)
9. Central City Promise Program Request– Daniel Madrigal-Garcia (Adame)

REPORTS –

10. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

PUBLIC FORUM/AUDIENCE PARTICIPATION – for non-action items not Action or Public Hearing items on this agenda (same rules apply as outlined in the earlier Public Forum section).

ADJOURN. Next Council meeting September 6, 2016.

Posted 8/12/2016

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.

Check Issue Date	Check Number	Payee	Description	Amount
08/03/2016	131578	AIA Services, LLC	Microfleece lined Softshell Jackets	493.78
08/03/2016	131579	AIR-O-PURE PORTABLES	Chase Res. Portable	210.00
08/03/2016	131580	ALL TRAFFIC SOLUTIONS	Radar Message Sign & Asso'd	1,500.00
08/03/2016	131581	American Advertising, Inc.	48 Navy - mesh back hats	376.34
08/03/2016	131582	ASSURANT EMPLOYEE BENEFITS	Employee Benefits	2,035.71
08/03/2016	131583	Broomfield Sign Company	Installation of Solar Lighting - Bal due	256.79
08/03/2016	131584	CANYON SYSTEMS INC.	Freight charge	14.66
08/03/2016	131585	Caselle, Inc.	Contract Support and Maintenance	950.00
08/03/2016	131586	CENTURY LINK	Telephone Service	734.47
08/03/2016	131587	CERTIFIED LABORATORIES	Aersol, DZ, NAC MM	138.31
08/03/2016	131588	City of Central, Water Dept	Water Service for 740 Louis Dr	129.68
08/03/2016	131589	Colorado State University	2016 Scholarship - Ty Schmalz	5,000.00
08/03/2016	131590	Complete Business Systems of C, Inc.	Managed Network Service Agreement	3,227.00
08/03/2016	131591	Deere & Ault Consultants, Inc.	Chase Gulch Toe Drain Repair	3,523.75
08/03/2016	131592	DON PARKER	Refund of overpayment-water acct	582.79
08/03/2016	131593	DPC Industries, Inc.	Chlorine	30.00
08/03/2016	131594	DRIVE TRAIN INDUSTRIES	Heater Repair	4,236.77
08/03/2016	131595	EMERGENCY REPORTING	Fire Reporting	165.00
08/03/2016	131596	GILPIN COUNTY PUBLIC WORKS	Repair 1980 International	626.67
08/03/2016	131597	GILPIN COUNTY SHERIFFS OFFICE	Sheriff Billing - Deputies	5,771.20
08/03/2016	131598	GOLDER ASSOCIATES	On Call 2016 Support	580.00
08/03/2016	131599	Grainger	Sump Pump	240.75
08/03/2016	131600	HONNEN EQUIPMENT COMPANY	Gas piston for backhoe	86.09
08/03/2016	131601	INTEGRA TELECOM	Long Distance Services for City Hall	764.19
08/03/2016	131602	J AND S CONTRACTORS SUPPLY CO.	Corner Bolts - signs	3.75
08/03/2016	131603	KARA TINUCCI	Replacement lock for storage	15.76
08/03/2016	131604	MARTIN MARIETTA MATERIALS	Asphalt for Parkway	1,039.18
08/03/2016	131605	MED-TECH RESOURCE INC.	Welch Allyn Tycos Trigger Aneroid	199.33
08/03/2016	131606	MORNING STAR ELEVATOR	Labor & service 07/11/16 Elevator repai	371.50
08/03/2016	131607	NALCO CHEMICAL CO.	Ultrion# 8157	2,113.56
08/03/2016	131608	PEAK PERFORMANCE IMAGING	Metered Billing for Printer	800.45
08/03/2016	131609	PEAK TO PEAK ROTARY	Rotary Participation in CC-Opera Picnic	1,011.20
08/03/2016	131610	PITNEY BOWES	Leased Equipment	32.25
08/03/2016	131611	PURCHASE POWER	Postage meter refill	351.27
08/03/2016	131612	Raymond Rears	Mileage Reimbursement & Opera Lunc	57.38
08/03/2016	131613	REX OIL COMPANY	Gas Premium 10% Ethanol (33)	1,106.17
08/03/2016	131614	Robison Advertising Design	Jefferson County History Books	200.00
08/03/2016	131615	ROI FIRE & BALLISTICS	Fire Dex Bunker Gear Set	4,850.00
08/03/2016	131616	SHERWIN WILLIAMS CO	Repair on Stripper	1,123.40
08/03/2016	131617	STEVINSON CHEVROLET	Cable	24.97
08/03/2016	131618	Swanhorst & Company	Partial Billing - 2015 Audit	8,000.00
08/03/2016	131619	TOWN OFFICE SUPPLY	Business Cards for Rears	66.95
08/03/2016	131620	USA COMMUNICATIONS	Internet Svcs	651.85
08/03/2016	131621	XCEL ENERGY	Electricity - Main St.	270.12
Grand Totals:				53,963.04

**CITY OF CENTRAL
CITY COUNCIL MEETING
August 2, 2016**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 5:30 p.m., in City Hall on August 2, 2016.

ROLL CALL

Present: Mayor Engels
Mayor *pro tem* Heider
Alderman Voorhies
Alderman Laratta
Alderman Aiken

Absent: None

Staff Present: City Manager Miera
City Clerk Bechtel
Attorney McAskin
Finance Director Adame
Community Development Director Rears
Public Works Director Hoover
Public Utilities Director Nelson
Fire Chief Allen
Acting Police Chief Stanton

EXECUTIVE SESSIONS

Mayor *pro tem* Heider moved to go into Executive Session pursuant to Section 24-6-402(4)(b) and -(4)(e), Colorado Revised Statutes, to discuss specific legal questions and to instruct negotiators concerning pending water rights cases involving the City of Central, specifically including Case No. 10CW54; and pursuant to Section 24-6-402(4)(b) for legal advice on specific legal questions related to a complaint filed with City Council (sitting as the Board of Ethics) pursuant to Article IV of Chapter 2 of the Municipal Code; and I further move to invite the City's water counsel, Andrea Benson of the law firm of Alperstein & Covell, and Jason Nelson and Jack Beard from the City's water department to participate in the first executive session topic and the City's special counsel, Martin McCullough of McCullough Law LLC to participate in the second executive session topic; and I further move to reconvene the August 2nd regular City Council meeting at the conclusion of the executive session for the purposes of continuing with the balance of the August 2nd regular City Council meeting agenda. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

At 7:00 p.m., Mayor Engels reconvened regular session.

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved as presented.

Alderman Voorhies requested the floor from the Mayor and distributed a written statement to the Mayor, City Council, City Manager and the City Attorney dated August 2, 2016. Alderman Voorhies read the contents of the August 2nd written statement into the record which was prepared in response to her potential violation of the Council Rules of Procedure by disclosing information discussed during the July 12th executive session. Alderman Voorhies stated that she wanted to set the record straight and that she has never contacted any State official on matters concerning the Central City Police Department and that she did not intend to disclose any confidential information to any individual. Alderman Voorhies concluded by stating that she will continue to support the actions of the majority of Council and that she is committed to continuing to work together with all fellow members of City Council for the good of the Central City as a whole.

CONFLICTS OF INTEREST

No Council Member disclosed a conflict regarding any item on the agenda.

CONSENT AGENDA

Alderman Voorhies moved to approve the consent agenda containing the regular bill lists through July 21, and the City Council minutes for the meeting on July 12, 2016. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

PUBLICFORUM/AUDIENCEPARTICIPATION

Mickey Rosenbaum, GM for Century Casino, asked Council to extend the grace period for the bus schedule change which affects all the casino employees in Central City and Black Hawk especially in the winter months when the bus has estimated times due to weather variables. He asked that Council do the right thing for the best interest of the City and consider the stakeholder casino impact vs. a couple of residents. He added that it would seem that the two government entities could work something out to find bus parking.

Steve Cordero, Operations Manager for Ace Express, handed out the new bus schedule to compare with the current schedule and explained that they will only be able to run 4 buses up instead of 6 to prevent them backing up in the same drop zone. PUC has approved the new schedule and it can be revised within a 10 day window.

CONVENE AS BOARD OF ETHICS

Mayor Engels read the opening remarks as follows: on July 8th, 2016, Interim Police Chief Stanton filed a written complaint with the City Council (sitting as the Board of Ethics).

The complaint alleges that the City Manager “is conducting business in a conflict of interest in violation of retaliation and harassment, thereby creating a hostile work environment.”

A copy of Mr. Stanton’s complaint has previously been distributed to each member of City Council and to the City Manager. A copy of the complaint shall also be provided to the City Clerk and shall constitute part of the official record of these proceedings.

At the conclusion of the July 12th City Council meeting, City Council directed the City Attorney to retain an independent investigator to perform a preliminary investigation of the alleged violation of the City’s Code of Ethics set forth in Mr. Stanton’s complaint, and to request that the independent investigator present written findings to City Council (sitting as the Board of Ethics) at a future regular meeting of City Council.

Consistent with our direction, City Attorney McAskin secured the services of special counsel Martin McCullough to analyze the written complaint.

Mayor *pro tem* Heider moved to ratify the engagement of McCullough Law LLC as Special Counsel to the City, in accordance with the terms and conditions set forth in the Engagement Letter dated July 21, 2016. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Earlier this evening we conducted an executive session for the express purpose of receiving legal advice on specific legal questions related to the complaint filed with the Board of Ethics. During the executive session, Mr. McCullough distributed a Confidential and Privileged Attorney-Client memorandum and provided legal advice on specific legal questions.

In the interest of promoting full transparency in this matter, I believe that it would be appropriate to move that the memo become part of the official record of these proceedings so that the conclusions set forth therein may be openly and frankly discussed.

Mayor *pro tem* Heider moved to authorize the City Attorney to provide a copy of Special Counsel's July 29th memorandum to the City Clerk in order that the same be made a part of the official public record of these proceedings. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Mayor *pro tem* Heider moved to convene as the Board of Ethics. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

As set forth in the July 29th memo, the City's special counsel is recommending dismissal of the complaint. Mayor *pro tem* Heider moved to adopt the Findings set forth in the July 29th memo of Special Counsel and move to dismiss the July 8th written complaint filed by Mr. Patrick Stanton in its entirety in accordance with Section 2-4-110(D)(1) based on the conclusion that the complaint does not allege facts sufficient to constitute a violation of the Code Of Ethics. I further move that the City Attorney notify Mr. Stanton and City Manager Miera of this dismissal in accordance with the applicable provisions of Section 2-4-110 of the Code. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Mayor *pro tem* Heider moved to close the Board of Ethics. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

ACTION ITEMS: NEW BUSINESS

Resolution No. 16-14: *A resolution of the City Council of the City of Central, Colorado authorizing the City Manager to post traffic control signs and take all necessary and proper steps to restrict vehicular traffic on Leavitt Street.*

City Manager Miera reviewed the background as follows: the City desires to address hazardous environmental issues, excessive auto emissions, noise and potential damage to historic buildings and structures, and protect the public health, safety and welfare of the residents and visitors by authorizing the City Manager to take all necessary and proper steps to restrict vehicular traffic on Leavitt Street.

Aside from ongoing reports of excessive air and noise pollution affecting the residential neighborhood on Lawrence Street, adjacent to Leavitt Street, there have been two (2) substantial incidents on the unimproved roadway of Leavitt Street which have caused hazardous environmental conditions that the City should address: 1) February 19, 2016 Fuel Spill near the

creek, and 2) April 13, 2016 Antifreeze Spill near the creek. This resolution seeks to mitigate environmental issues, and any such measures to do so will not create any conflicts or other environmental issues.

Section 8-4-30 allows the City Council to authorize the City Manager to take steps to restrict vehicular traffic (up to and including closure) on certain roadways if the City Council determines that vehicular access to certain roadways (Leavitt Street) is hazardous, in accordance with Section 8-4-20 of the Municipal Code. The City already possesses the necessary materials to effectuate any required traffic control/restriction, and the staff time involved in any related operation will be minimal.

Based on the information presented, as well as the fact that any such restriction of traffic on Leavitt Street will not adversely affect the City's general transportation system, nor will it leave any property in the area without established access to another established public road, the restriction of traffic on Leavitt Street would be proper.

This resolution was first presented to City Council on May 17, 2016 at a Regular Meeting. However, it was tabled at the same meeting in an effort to provide the affected stakeholders (bus companies and casinos) with additional time to make alternate arrangements before Council addressed the item again. As of July 12, 2016 the stakeholders effectively made alternate arrangements and noted that they would be ready to deal with the closure of Leavitt Street within 30-45 days. Staff recommends that the effective date of closure be no earlier than Friday, August 12, 2016 but no later than Friday, August 26, 2016.

Alderman Aiken stated that he understands that for the bus employees as well as the casino employees, this change will affect them and their families.

Alderman Laratta added that this is a very major change to the workforce that commutes up here for work and it directly impacts the casinos and the revenue they provide to the City.

Mayor *pro tem* Heider noted that Black Hawk does not allow buses to park on their City streets.

Manager Miera offered that the casinos have the ability to change the employee schedules easier than the bus companies can change the schedule with the PUC. Mr. Cordero has done a great job of trying to make this work. This may be an inconvenience for riders and though only a few properties are directly affected, it is the public responsibility to protect that minority especially regarding health issues. Also, Ordinance 16-01 has already made it illegal for buses to park on Leavitt Street.

Mayor Engels added that Black Hawk owns the clinic lot and has been approved for surface parking.

Mayor *pro tem* Heider moved to approve Resolution No. 16-14, a Resolution of the City Council of the City of Central, Colorado authorizing the City Manager to post traffic control signs and take all other necessary and proper steps to restrict vehicular traffic on Leavitt Street with the amendment to change date to no later than August 26, 2016. Alderman Voorhies seconded, and without discussion, the motion carried 3 votes to 2 with Alderman Laratta and Alderman Aiken voting no.

Resolution No. 16-21: A resolution of the City Council of the City of Central, memorializing the acquisition of the Belvidere Theatre by the City of Central.

Community Development Director Rears explained that on July 26, 2016, Gilpin County executed and recorded a quitclaim deed conveying the following real property to the City:
CENTRAL CITY, BLOCK 1, LOT 19 THRU 21 (PT LOT 21) & IMPROVEMENTS
COUNTY OF GILPIN, STATE OF COLORADO

The Quitclaim Deed was recorded on July 26, 2016 at Reception No. 156841 in the real property records of Gilpin County. The Grantor conveyed the Subject Property to the City at the City's request in order for the City to use the property for public projects or for public purposes. C.R.S. § 31-15-101(1)(d), authorizes the City to acquire and dispose of real property.

Resolution No. 16-21 memorializes the City's acquisition of the Subject Property for the benefit of the Public. The City views the Belvidere Theater as critical to our redevelopment efforts and has dedicated a portion of our Historic Preservation Fund toward this effort this budget year. At the request of the City, Gilpin County applied for and received a Treasures Deed (tax deed) for the Belvidere Theater property in June 2015. During the past year the County applied for and received a Historical Structural Assessment grant for the building. That final report was due in June, but is expected soon which will detail the restoration needs and estimated costs associated with that work. The deed granting ownership of the property to the City is conditioned upon limiting the use of the property for public projects or public purposes which still affords the City with broad flexibility with our redevelopment efforts.

Estimated costs to renovate are \$2.7M. \$23,000 will be needed to attach the façade to the structure. The City has \$217,000 available in the 2016 budget plus \$14,000 from two donors.

The City Council sends thanks to Gilpin County Commissioners, County Manager Roger Baker, and City staff.

Mayor *pro tem* Heider moved to approve Resolution No. 16-21: A resolution of the City Council of the City of Central, memorializing the acquisition of the Belvidere Theatre by the City of Central. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

REPORTS

Public Utilities Director Nelson invited Council for a tour of the intake structures.

City Attorney McAskin requested Council to authorize the City Manager to sign a contract for radio operations for the Pit Rally event.

Mayor *pro tem* Heider moved to approve the City Manager to sign a contract for radio operations. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

COUNCIL COMMENTS

Alderman Laratta noted that the new KOA entrance is a great improvement.

Mayor *pro tem* Heider congratulated City Manager Miera on 2 years of service to the City.

Alderman Aiken stated that he hopes Manager Miera and Acting Police Chief Stanton can work together.

PUBLICFORUM/AUDIENCESPARTICIPATION

Barbara Thielemann, 101 H Street, expressed that she is very pleased that the Belvidere is under City ownership.

Deb Wray, 706 Martin Drive, stated her concern for the area west of Central City at the cemeteries which has been overrun with illegal camping which leaves piles of trash, shooting of guns, campfires, drinking and indecent exposure. This has become dangerous to all residents and visitors. Acting Police Chief Stanton added that this issue has drug and prostitution rings camping there as well.

At 8:24 p.m., Mayor Engels adjourned the meeting.

The next regular Council meeting is scheduled for August 16, 2016 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: August 16, 2016

ITEM: Resolution No. 16-22: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement between the Gilpin County Clerk and Recorder and the City of Central regarding the conduct of a coordinated election to be held November 8, 2016.

NEXT STEP: Council Motion

☐ ORDINANCE
☒ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** The proposed resolution approves an IGA with Gilpin County for the general election on November 8, 2016.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 16-22.
- III. **FISCAL IMPACTS:** Projected costs are within budget.
- IV. **BACKGROUND INFORMATION:** Pursuant to Section 1-7-116(1), C.R.S., if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same of the boundary overlap, the County Clerk and Recorder shall conduct the elections on behalf of all political subdivisions. This is in accordance with Section 4.3 of the City's Home Rule Charter and Section 2-1 of the Municipal Code.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
1. Move to approve.
 2. Amend the Resolution
 3. Move to deny.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
GILPIN COUNTY CLERK AND RECORDER AND THE CITY OF CENTRAL
REGARDING THE CONDUCT OF A COORDINATED ELECTION TO BE
HELD ON NOVEMBER 8, 2016**

WHEREAS, November 8, 2016 is a designated coordinated election date under state law; and

WHEREAS, the City Central ("City") intends to participate in the November 8, 2016 general election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(5), the City notified the Gilpin County Clerk and Recorder in writing of its intent to participate in the November 8, 2016 election; and

WHEREAS, pursuant to C.R.S. § 1-7-116(1), if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same of the boundary overlap, the county clerk and recorder shall conduct the elections on behalf of all political subdivisions; and

WHEREAS, Section 1-7-116(2), C.R.S., states that the political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder, which agreement shall be signed no later than seventy (70) days prior to the election, or on or before August 30, 2016; and

WHEREAS, the City Council of the City of Central wishes to enter into such an agreement with the Gilpin County Clerk and Recorder regarding the conduct of a coordinated election on November 8, 2016; and

WHEREAS, Sections 31-10-102.7 and 1-1-102(1), C.R.S., allow a municipality to provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the "Uniform Election Code") in lieu of the Municipal Election Code of 1965, Article 10 of Title 31, C.R.S., with respect to any election; and

WHEREAS, in accordance with Section 2-1-10 of the Municipal Code, the November 8, 2016 election will be conducted pursuant to the requirements and procedures of the Uniform Election Code.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:

Section 1. The City Council hereby approves the Intergovernmental Agreement between the City and the Gilpin County Clerk and Recorder regarding the conduct of the

November 8, 2016 coordinated election, substantially in the form attached as **Exhibit 1** (the "Election IGA"), and authorizes the City Manager and City Clerk to: (a) negotiate non-material changes to the Election IGA in consultation with the City Attorney prior to final execution of the Election IGA by the City; and (b) to take, or instruct their respective designees to take, whatever lawful actions are necessary to coordinate the election.

Section 2. For purposes of the November 8, 2016 coordinated election, the City shall utilize the requirements and procedures of the Uniform Election Code.

Section 3. The Mayor, Mayor Pro Tem, or City Manager shall be authorized to execute the Election IGA on behalf of the City.

Section 4. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 16th DAY OF AUGUST, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus McAskin, City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR
2016 GENERAL ELECTION**

THIS INTERGOVERNMENTAL AGREEMENT FOR 2016 GENERAL ELECTION ("Agreement") is entered into by and between GILPIN COUNTY ("County") by the GILPIN COUNTY CLERK AND RECORDER, hereinafter referred to as County Clerk, and the CITY OF CENTRAL, a home rule municipality of the State of Colorado (the "City"). The City desires to conduct an election on November 8, 2016 pursuant to its authority and a coordinated election is required pursuant to C.R.S. § 1-7-116(1)(a); such election to occur on November 8, 2016 as a General Election pursuant to a resolution adopted by the Gilpin County Board of County Commissioners on _____. This Agreement shall be effective for all purposes as of the date of mutual execution of the parties.

RECITALS:

The County Clerk has agreed to perform the coordinated election services set forth herein in consideration for the performance by the City of its obligations and payment of its pro rata share of election expenses, costs and fees as set forth herein; and

This Agreement is authorized by C.R.S. § 29-1-203, § 1-1-111, and § 1-7-116(2); and

C.R.S. § 1-1-111(2) authorizes the City to contract with the County Clerk to perform all duties of the City Clerk of the City of Central, in connection with the conduct of the 2016 general election; and

C.R.S. §1-1-111(3) sets forth that elections which are set for the same date by various political subdivisions may be held as coordinated elections if the governing bodies so choose.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

- 1. Purpose.** Pursuant to the terms of this Agreement, the County Clerk and the City agree to the scheduling of a coordinated election on November 8, 2016. Such coordinated election involves more than one political subdivision with overlapping boundaries, and the County Clerk shall serve as the Coordinated Election Official for the political subdivisions involved in this election including the City. This election shall be held under the provision of Title 1 of the Colorado Revised Statutes, hereafter identified as "the Code".
- 2. Designation of Officials.** The County Clerk will serve as the "Coordinated Election Official" to act as the primary liaison between the City and the County for the coordinated election. The City has or will designate Reba Bechtel, City Clerk, as the City election representative for purposes of this Agreement, to the extent required by the Code, who shall act as the primary liaison between the City and the County Clerk for the coordinated election.
- 3. Election responsibilities.**
 - (a) County Clerk.** Except as otherwise specifically provided in this Agreement, the County Clerk will perform all duties, provide all services and supplies and render all decisions required

under the Code which otherwise would have been the responsibility of the City Clerk, as the Designated Election Official in a non-coordinated election for the City of Central.

- (b) City.** The City is responsible for the accuracy and legality of the information which it furnishes to the County Clerk, and subject to the limitations set forth herein shall defend and indemnify the County and the County Clerk, from and against any claims or liability arising therefrom. Prior to the submission of the prepared ballot to the printer, the County Clerk will provide a proof of the ballot to the City. City shall then proofread the ballot and advise the County Clerk in writing of any changes or corrections within the time required by the County Clerk. The City shall certify its portion of the consolidated ballot to the County Clerk. The ballot content must be provided in Microsoft Word or in Notepad document format, attached in an email addressed to the County Clerk at gcclerk@co.gilpin.co.us. The ballot content must be formatted exactly as the City wishes it to appear on the November 8, 2016 ballot.
- 4. Ballot Issue Notices.** If a ballot issue is being submitted by City, public comments pertaining to the ballot issue must be filed with the City no later than September 23, 2016, as required pursuant to Article X, Section 20(3)(b)(v) of the Colorado Constitution and C.R.S. § 1-7-901(4). The City shall provide such notice, including pro and con summaries and fiscal information, to the County Clerk no later than 12:00 o'clock noon on September 27, 2016, pursuant to C.R.S. § 1-7-904. The City shall be solely responsible for the notice's preparation, accuracy, and the language contained therein. The pro and con summaries must be provided in Microsoft Word document format, attached in an e-mail addressed to the County Clerk at gcclerk@co.gilpin.co.us. The County Clerk shall be responsible for combining the City's text of the notice for all political subdivisions participating in the coordinated election. At least thirty (30) days before the election, the County Clerk as Coordinated Election Official shall mail the ballot issue notice to each address of active registered electors who reside in the County as required by law pursuant to C.R.S. § 1-7-906(1), but in any case not later than October 7, 2016, as required pursuant to Article X, Section 20(3)(b) of the Colorado Constitution. The County Clerk shall be responsible for contacting the Gilpin County Assessor's Office requesting and for obtaining a list of out-of-county voters, and for mailing the required notice to each address of active registered electors who do not reside within the county where the City is located pursuant to C.R.S. § 1-7-906(2).
- 5. Canvass of Votes.** The County Clerk shall select and appoint a board of canvassers to canvass the votes; provided that the City at its option may designate the City election representative or one eligible elector from the City to assist the County Clerk in the survey of the returns for the City. If the City desires to appoint the City election representative or an eligible elector to assist, it shall make the appointment and notify the County Clerk no later than thirty (30) days prior to the election. The canvass of votes will be conducted by the County Clerk and will be completed no later than seventeen (17) days after the election. Official results of the canvass will be provided to the City. Any certificates of election, which are required by law to be forwarded to another division of government, shall be the responsibility of the City. If the City determines that a separate canvass board is necessary, the City shall arrange for such board at the City's expense. The County Clerk will be present at such canvass and in no event will the election records leave the premises. In the event a recount of the City's election is necessary, such recount will be conducted by the County Clerk under the provisions provided by law at the expense of the City.

6. **Cancellation of Election.** If all or any portion of the City's portion of the election is cancelled under the provision of C.R.S. § 1-5-208(1.5), the City shall notify the County Clerk in writing by 4:30 o'clock PM, September 6, 2016. If all or any portion of the City's portion of the election is cancelled under the provisions of C.R.S. § 1-5-208(2), the City shall notify the County Clerk in writing by 4:30 o'clock PM, October 14, 2016. The City will still be liable for all costs payable by City under this Agreement up to the point of cancellation of the election. The City shall provide notice by publication of the cancellation of all or any portion of the City's portion of the election and a copy of the notice shall be posted in the office of the County Clerk as the Coordinated Election Official.
7. **Payment of Costs.** The City shall pay the County Clerk for the City's pro rata share of the actual costs of services and supplies related to the conduct of the coordinated election, whether or not a cancellation or partial cancellation has occurred under paragraph 6 above. The City shall pay the actual costs within twenty (20) days of receipt of the County Clerk's invoice therefore. The estimated costs for the conduct of the Election by the County Clerk under this Agreement, including the cost of preparing this Agreement, are set forth in Exhibit A attached hereto. The parties acknowledge and agree that if a partial cancellation of the election occurs in accordance with C.R.S. § 1-5-208(1.5), the City's pro rata share of actual costs will likely be lower than the estimate set forth in Exhibit A. City acknowledges that the actual costs of services and supplies is unknown at this time and that such costs may exceed the estimated costs.
8. **Colorado Open Records Act (CORA).** The County Clerk shall be primarily responsible for responding to requests under C.R.S. §§ 24-72-201 *et seq.* ("CORA") for inspection of public records in the custody or control of the County Clerk relating to the coordinated election. City shall be responsible for responding to requests for any election records in the custody or control of the City Clerk. Any such requests received by the County Clerk shall be forwarded immediately to the City Clerk. The City will cooperate with the County Clerk in the collection and copying of records in the custody or control of the City Clerk. The County Clerk shall be responsible for any determination required as to whether the election records requested, and in the custody or control of the County Clerk, may be inspected under CORA. The City shall be responsible for any such determination with respect to public records in the custody or control of the City Clerk. The City shall be responsible for all costs incurred by the County Clerk in assembling and duplicating election records requested, to the extent not paid by requesting parties. To the extent allowed by law, the City shall indemnify, save, protect, and hold harmless the County Clerk and County from any claims or liabilities arising from any denial of inspection by the City. To the extent allowed by law, the County shall indemnify, save, protect, and hold harmless the City from any claims or liabilities arising from any denial of inspection by the County Clerk. The City shall assume and indemnify County Clerk and the County from, all costs of defending the County Clerk against any claims or liabilities arising from any denial of inspection by the City, including reasonable attorney fees and court costs. The County shall assume and indemnify the City from, all costs of defending the City against any claims or liabilities arising from any denial of inspection by the County or County Clerk, including reasonable attorney fees and court costs. The City shall retain the right to appoint special outside counsel to defend the County, County Clerk and the City from any claims or liabilities arising from any denial of inspection by the City. Prior to the appointment of special outside counsel to defend the parties against any claims or liabilities arising from any denial of

inspection by the City, the City Attorney shall confer with the County Attorney regarding such appointment.

- 9. Election Challenges.** Subject to the provisions of paragraph 10 below, in the event of any challenge or other legal action contesting the election or the conduct of the election, where the contest involves a City candidate or ballot issue, the City shall bear all costs of the City and the County Clerk in defending such challenge or other legal action, and of any liability resulting therefrom. The City shall retain the right to appoint special outside counsel to defend the City against any challenge or other legal action related to a City candidate or ballot issue. If a new election or other procedure must be conducted as a result of such challenge or recount or other legal action, the City shall pay its proportional share of actual costs of the new election or other procedure. Notwithstanding the foregoing, if a court determines that an act or omission of the County Clerk or of the City made necessary the new election or other procedure, or if the court otherwise makes a determination regarding the comparative degree of fault or negligence of the County Clerk and the City, the responsible party shall pay the entire cost of any liability resulting therefrom and of any new election or other procedure ordered by a court, or the parties shall pay all such costs related to the new election or other procedure in such amounts as may be determined by the court.
- 10. Indemnification.** To the extent permitted by law, each party agrees to indemnify and hold harmless the other party, its officials, officers, employees and agent from and against any and all losses, costs (including reasonable attorneys' fees), demands or actions arising out of or related to any negligent actions, errors or omissions of the indemnifying party in connection with the conduct of the coordinated election contemplated by this Agreement.
- 11. TABOR.** The parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31.
- 12. General Provisions** This Agreement may be amended only in writing and following the same formality as the execution of this initial Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.
- 13. Further Assurances.** The parties shall execute any other documents and take any other action necessary to carry out the intent of this Agreement.
- 14. Governing Law, Jurisdiction & Venue.** This Agreement and the rights of the parties under it will be governed by, and constructed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court for and in the County of Gilpin, State of Colorado.

15. Paragraph Headings. The paragraph headings in this Agreement are for reference only and shall not effect the interpretation or meaning of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in counterpart, each of which will be deemed an original. Delivery of an executed signature page by email transmission will constitute effective and binding execution and delivery of this Agreement.

17. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

18. Immunities Preserved. It is the intention of the parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, C.R.S. §§ 24-10-101 *et seq.*

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement for 2016 General Election to be effective as of the date set forth above.

GILPIN COUNTY

CITY OF CENTRAL

By: _____
Colleen Stewart
Gilpin County Clerk and Recorder

Date: _____, 2016

By: _____
Ron Engels, Mayor

Date: _____, 2016

ATTEST: _____
Reba Bechtel, City Clerk

By: _____
Linda Isenhardt, Chair
Board of County Commissioners

Date: _____, 2016

ATTEST: _____

Exhibit A

Estimated Costs of Coordinated General Election
November 8, 2016

City of Central

Estimated Costs of Central City Election

November 2016

516 Active voters as of 7/12/16 @ \$9.66 per voter = \$ 4,984.56 (minus Coordinating entities that will split the cost i.e. State.)

Ballot set up fee = \$150.00 per candidate or ballot issue

Verify petitions = \$50.00 per hour

Additional staff time = \$50.00 per hour (i.e. counseling with possible candidates or their representatives)

Write in candidate processing fee = \$100.00 per hour (election judges)

County attorney fees to reword the IGA agreement =\$500.00 estimated

Contested race = staff time, plus election judge time @\$100.00 ea. Plus attorney fees.



AGENDA ITEM #8

CITY COUNCIL COMMUNICATION FORM

FROM: Abigail R. Adame, Finance Director

DATE: August 16, 2016

ITEM: Resolution 16-23 A Resolution of the City Council of the City of Central, Colorado Approving A Service Agreement With Xpress Solutions, Inc. To Provide Automated Clearing House (ACH) And Online Bill Pay Services To The City For The Benefit Of The City's Utility Customers.

NEXT STEP: Make a motion to adopt Resolution 16-23, A Resolution of the City Council of the City of Central, Colorado Approving A Service Agreement With Xpress Solutions, Inc. To Provide Automated Clearing House (ACH) And Online Bill Pay Services To The City For The Benefit Of The City's Utility Customers.

☐ ORDINANCE
☒ MOTION
☐ INFORMATION

- I. REQUEST OR ISSUE:** Resolution 16-23 establishes the ability for utility customers to pay for utility services through online or automated clearing house (ACH) payments. This service will result in an easier and more convenient method for residents and businesses to pay for utility services. If approved, implementation of the service will become effective six weeks after all paperwork is submitted and approved by both entities.
- II. RECOMMENDED ACTION / NEXT STEP:** Make a motion to adopt Resolution 16-23, A Resolution of the City Council of the City of Central, Colorado Approving a Service Agreement with Xpress Solutions, Inc., to Provide Automated Clearing House (ACH) and Online Bill Pay Services to the City for the Benefit of the City's Utility Customers.
- III. FISCAL IMPACTS:** The City will pay for the flight and hotel accommodation for one individual. There aren't any additional setup or training fees.
- IV. BACKGROUND INFORMATION:** Please see Resolution 16-23.
- V. LEGAL ISSUES:** None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None.

VII. SUMMARY AND ALTERNATIVES:

1. Make a motion to adopt Resolution 16-23.
2. Adopt Resolution 16-23 with amendments.
3. Table for further discussion.
4. Do not adopt Resolution 16-23.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO APPROVING A SERVICE AGREEMENT
WITH XPRESS SOLUTIONS, INC. TO PROVIDE AUTOMATED
CLEARING HOUSE (ACH) AND ONLINE BILL PAY SERVICES TO
THE CITY FOR THE BENEFIT OF THE CITY'S UTILITY CUSTOMERS**

WHEREAS, the City of Central is authorized to enter into contracts for lawful purposes for the protection of the health, safety, and welfare; and

WHEREAS, the City desires to permit its residents and businesses to pay for utility services through online or automated clearing house (ACH) payments; and

WHEREAS, City Council finds that the provision of these services to the City will make it easier and more convenient for the City's residents and businesses to pay for utility services; and

WHEREAS, XPRESS SOLUTIONS, INC., a Utah corporation (the "Consultant"), submitted a proposal to the City, in which it represents that it has the skill, ability, and expertise to provide the necessary services to the City; and

WHEREAS, the City desires to engage the Consultant to provide the services to the City in accordance with the terms and conditions set forth in the Gateway and Administrative Service Agreement by and between the City and the Consultant (the "Agreement"), a copy of which is attached to this Resolution as Exhibit 1 and is incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:

Section 1. The City Council hereby approves the Agreement attached to this Resolution in substantially the form attached as Exhibit 1, authorizes the Mayor and City Manager, in consultation with the City Attorney, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the financial obligations of the City, and authorizes the Mayor or City Manager to execute the Agreement and the Addendum to Agreement (Exhibit E) on behalf of the City when in final form.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute any and all other documents necessary to permit the Consultant to provide the services described in the Agreement to the City, including but not limited to the Merchant Account Retrieval System (MARS) setup form, the Bill Payment Service – Electronic Payment Profile, and related documentation.

Section 3. The City Council hereby instructs the City Manager to inform the City's residents and businesses of this new payment option by including an informational posting on the

City's website, an informational insert in the City's regular utility billing(s), or through other available means to be determined by the City Manager or his designee.

Section 4. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 16th DAY OF AUGUST, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

By: _____
Reba Bechtel, City Clerk

APPROVED TO FORM:

By: _____
Marcus McAskin, City Attorney

EXHIBIT 1
GATEWAY AND ADMINISTRATIVE SERVICES AGREEMENT
XPRESS SOLUTIONS, INC.

xpress BILL PAY

Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this ____ day of _____, 20__, by and between Xpress Solutions, Inc. ("Xpress") and City of Central City, CO ("Customer") upon such terms and conditions as are set forth below.

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **Term and Renewal:** The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 **Fees and Payments:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 3.0 **Services Provided; Obligations of Customer to ODFI:** Transactions are placed through Xpress as a third party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

- 4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.
- 5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 8 or Mozilla Fire Fox 2.0.
- 6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.
- 7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.
- 8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software or by other means as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.
- 9.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds transfers. All reporting will be via the Internet.
- 10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.
- 11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) Each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all

other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

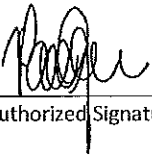
- 12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 16.0 Governing Law; Attorney's Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.
- 19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

- 20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zion's First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.
- 21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions Inc.

BY: 
(Authorized Signature)

Paul Grincer
(Print or Type Name)

TITLE: Operations Manager

DATE: 5/12/2016

Accepted by:

City of Central City

BY: _____
(Authorized Signature)

(Print or Type Name)

TITLE: _____

DATE: _____

Exhibits:

- Exhibit A - Fees
- Exhibit B - Optional Equipment Price List
- Exhibit C - Customer Account Information
- Exhibit D - Acceptable Use Policy
- Exhibit E - Addendum to Agreement

EXHIBIT A

FEES

Initial Configuration Fees

- | | |
|--|-----------------------------------|
| 1. Initial Setup Configuration and Development | Already Purchased
from Caselle |
| Online Payment Module | |
| Auto Pay Module | |
| Card Swipe Module | |

- | | |
|---------------------------------------|---|
| 2. Training (One Full Day's Training) | Already Purchased
from Caselle
plus travel costs* |
|---------------------------------------|---|

*reimbursable travel costs shall not exceed
\$500.00 without advance written approval
from the City Manager

Recurring Monthly Fees

3. Gateway Fees:

Credit Card Processing (per transaction)	\$ 0.30
EFT Online Payments (per transaction)	\$ 0.40
EFT Returned Items	
(Invalid account number or unable to locate account)	\$ 5.00
(NSF or Closed Account)	\$ 10.00
(Customer Stop Payment)	\$ 25.00
Bank Bill Pay (per transaction)	\$ 0.20
Lock Box Service (per transaction)	* \$ 0.48
Integrated Remote Deposit (per transaction)	* \$ 0.30
800 Operator Assisted Payment (per call)	* \$ 1.95
800 IVR Assisted Payments (per call)	* \$ 1.95
XBP Deposit Account Withdrawals	
(6 free per month then \$3.25)	

- | | |
|---|----------|
| 4. Monthly Support & Hosting | \$ 50.00 |
| (\$0.015 per billing statement hosted. Minimum \$50.00) | minimum |

- | | |
|---|----------|
| 5. Monthly Account Keeping Fee | \$ 19.00 |
| (Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account) | |

** if service is activated*

EXHIBIT B
OPTIONAL EQUIPMENT LIST PRICE LIST

Card Swipes

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00

Printers

Star Micronics 40 Column Thermal Printer (Tear Bar, Gray Color, USB Connection)	\$ 240.74
Star Micronics 40 Column Thermal Printer (Tear Bar, Black Color, USB Connection)	\$ 304.40
Star Micronics 40 Column Thermal Printer (Auto Cutter, Gray Color, USB Connection)	\$ 252.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Putty Color, USB Connection)	\$ 261.43
Star Micronics 40 Column Thermal Printer (Auto Cutter, White Color, USB Connection)	\$ 323.21
Star Micronics 40 Column Thermal Printer (Auto Cutter, Black Color, USB Connection)	\$ 322.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Grey Color, Ethernet Connection)	\$ 336.96

Check Scanners

Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00

Miscellaneous

FMC Checkmate Check Jogger	\$ 249.00
----------------------------	-----------

** Please note: prices subject to change at any time without further notice.*

EXHIBIT C
CUSTOMER ACCOUNT INFORMATION

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

EXHIBIT D

ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at www.xpressbillpay.com/adminPolicy.asp.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity

(including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are

responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
5252 N Edgewood Drive
Provo, UT 84604
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Policy hereby and which may viewed at www.xpressbillpay.com/copyright.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

EXHIBIT E

ADDENDUM TO GATEWAY AND ADMINISTRATIVE SERVICE AGREEMENT BETWEEN THE CITY OF CENTRAL AND XPRESS SOLUTIONS, INC.

The provisions of this Addendum to the Gateway and Administrative Service Agreement ("Addendum") shall supplement the Gateway and Administrative Service Agreement ("Agreement") entered into by and between the CITY OF CENTRAL, a Colorado home rule municipality ("City"), and XPRESS SOLUTIONS, INC., a Utah corporation ("Xpress") (together, the "Parties"). In the event of a conflict between any term or condition in the Agreement and a term or condition in this Addendum, the Addendum shall control.

1. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold harmless the other party, its officials, officers, employees and agents from and against any and all losses, costs (including reasonable attorneys' fees), demands or actions arising out of or related to any negligent actions, errors or omissions of the indemnifying party in connection with the provision of the services contemplated by this Agreement.

2. Limited Indemnity. Any other provision of the Agreement notwithstanding, nothing in the Agreement shall obligate the City to defend, indemnify or hold harmless Xpress or its representatives against any claims, demands, suits, liabilities, damages, judgments, losses, or expenses asserted by third parties in excess of amounts allowed by Colorado law, including amounts under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as amended ("CGIA"), or proceeds available from the City's insurance funds. The City will maintain insurance coverage at a minimum level of the then-current limits applicable under the CGIA.

3. TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. As set forth in Section 1.0 of the Agreement, the Agreement is expressly subject to an annual appropriation by the City sufficient to fund the costs of the services for any fiscal year in which the Agreement extends beyond the current fiscal year.

4. Governing Law, Jurisdiction & Venue. Any other provision of the Agreement notwithstanding, the Agreement and the rights of the parties under it will be governed by, and constructed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court for and in the County of Gilpin, State of Colorado.

5. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page by email transmission will constitute effective and binding execution and delivery of this Agreement.

6. Immunities Preserved. It is the intention of the Parties that nothing in the Agreement or this Addendum shall be construed as a contractual waiver of any immunities or defenses available to the City under the applicable provisions of the CGIA.

Dated this ____ day of _____, 2016.

XPRESS SOLUTIONS, INC.

CITY OF CENTRAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

FROM: Abigail Adame, Finance Director

DATE: August 16, 2016

ITEM: Central City Promise Program Request: Daniel Madrigal-Garcia

NEXT STEP: Review and take action on a Promise Program request for scholarship for Daniel Madrigal-Garcia in the amount of \$5,000.00 for continuing post-secondary educational tuition assistance in 2016.

☐ ORDINANCE
☒ MOTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** The Central City Promise Program was initiated by City Council to encourage high school graduates and G.E.D. recipients of Central City to make post-secondary education a priority. The Promise Program helps make it possible for Central City residents to attend a university, community college or trade school by providing assistance with the costs associated with attending one of these educational institutions.

Mr. Madrigal-Garcia is a first time applicant of the Promise Program. He has submitted all of the required information and paperwork (*please see attached*) and is requesting Promise Program funds in the amount of \$5,000.00 in 2016. Mr. Madrigal-Garcia is continuing his post-secondary education at Colorado State University. The Promise Program Guidelines limit the amount that an individual can receive to a total of \$20,000 or four (4) years of funding.

- II. **RECOMMENDED ACTION / NEXT STEP:** Review Promise Program request for scholarship and determine whether to grant funding. Move to award Daniel Madrigal-Garcia with continuing post-secondary educational tuition assistance in the amount of \$5,000.00.

III. **FISCAL IMPACTS:** The 2016 Budget has \$10,000 allocated for the Promise Program. This is the second formal request received-to-date for FY 2016. Granting the above request will leave a remaining balance of \$0.00.

IV. **BACKGROUND INFORMATION:** Please see the attached Guidelines, Application, Affidavit, Letter of Request, and Transcripts provided by the applicant.

V. **LEGAL ISSUES:** None.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion to award Daniel Madrigal-Garcia with continuing post-secondary educational tuition assistance in the amounts of \$5,000.00.
2. Make a motion to award a lesser amount to the applicant.
3. Deny the tuition assistance request.



CENTRAL CITY PROMISE PROGRAM POST SECONDARY EDUCATION SCHOLARSHIP

The Central City Council would like to encourage high school graduates and G.E.D. recipients of Central City to make post-secondary education a priority. The Council feels that post-secondary education is an important and would like to help make it possible for Central City residents to attend a university, community college or trade school. This program is designed to assist with the costs associated with attending one of these educational institutions.

Qualification

- Applicant must have been a resident or currently be a resident of Central City. The award will be graduated on the basis of length of attendance in a school system and resident of Central City as follows:

<u>Length of Attendance</u>	<u>Benefit</u>
K-12	100%
7, 8 & 9	75%
10-12	25%

- Applicant must have graduated from a local high school with a diploma or received a G.E.D.
- Applicant must be accepted into a form of post-secondary education or trade school at the time that the application is made.
- *Initial* application for funds must be made within five (5) years of receiving diploma or G.E.D. unless interrupted by military service.
- Continuing applicants **MUST** maintain a GPA of 2.5 or higher.

1ST Time Application Guidelines

- ☐ Complete the attached application in its ENTIRETY
- ☒ Provide a copy of your high school diploma or G.E.D. certificate
- ☐ Provide proof of residency within City to establish award percentage. Proof can be transcripts from schools attended and/or an affidavit from the property owner. (Affidavit attached)
- ☒ Provide one (1) letter of recommendation from a teacher or school administrator
- ☒ Provide one (1) letter of recommendation from a community member or someone not affiliated with the school
- ☒ Provide a letter introducing yourself to City Council. Describe your participation in school and in the community, any special honors or awards received, what you hope to do in the future and any other information that you think the City Council may want to know about you.
- ☒ Include a copy of your acceptance letter to your post-secondary educational institution.

- ☐ A copy of your class schedule-ONLY required if you have already registered for classes
- ☐ All of the above information should be submitted in one complete package to the City Manager.

Continuing Application Guidelines

- ☐ Complete the attached Application in its ENTIRETY
- ☐ Provide a copy of post-secondary education transcript that shows a GPA of 2.5 or higher
- ☐ Provide a letter to City Council requesting to continue your scholarship and briefly describe how your post-secondary education is progressing.

Program Guidelines

Once all of the required information has been submitted to the City Manager, it will be put on the Agenda for Council's review at the next regularly scheduled Council Meeting. The applicant will be informed of this date. It is recommended that the applicant be present at the meeting if possible. City Council meetings are held on the 1st and 3rd Tuesday of every month beginning at 7 p.m. In order for your application to be included on the Agenda all required information must be received by the City Manager NO LATER THAN noon on the Wednesday prior to a Council Meeting. For example, if Council's next meeting is on July 6th, all application materials must be received no later than noon on June 30th. If your application is approved then a check will be cut and mailed directly to your educational institution following the meeting. **Please plan your application submission and tuition due dates accordingly.**

- An applicant can receive no more than \$5,000 per calendar year
- An applicant's funding will be capped at four (4) years or \$20,000.
- Awards can be used for tuition, associated fees, books and other supplies specifically required for a class only. Room and board are not qualified expenses. Council has the discretion to determine whether or not they feel that an expense is allowable.
- Awards will be made out directly to the post secondary institution unless the applicant and/or another party have already made payment.
 - In the case that payment has already been made and the applicant and/or another party need reimbursement, the applicant must provide proof of payment and note in their application that reimbursement is requested.
- Reimbursement for books and other supplies requires a receipt
- All scholarship funding is based on Council's discretion and the amount of funding budgeted for the fiscal year.

If you have any questions or need additional information please feel free to contact the City Manager at (303) 582-5251.



CENTRAL CITY PROMISE PROGRAM SCHOLARSHIP
APPLICATION

First Application



Continuing Application

Name

Daniel Madrigal-Garcia

Physical Address

300 Lawrence Street, Central City, CO 80427

Mailing Address

PO Box 305 Central City, CO 80427

Phone

(720) 400-0988

Birth Date

11-25-1997

High School Graduation Date/G.E.D.

5-14-2016

Grades during which you were a resident of Central City

GPA: 3.7

Name of Post Secondary Institution

Colorado State University

Address of Institution

Ft. Collins, CO 80523

Total Funds Requested

\$ 5,000.00

REQUIRED INFORMATION TO BE SUBMITTED WITH APPLICATION:

1. Provide a copy of your high school diploma or G.E.D. certificate
2. Provide proof of residency within City to establish award percentage. Proof can be transcripts from schools attended and/or an affidavit from the property owner. (Affidavit attached)
3. Provide one (1) letter of recommendation from a teacher or school administrator
4. Provide one (1) letter of recommendation from a community member or someone not affiliated with the school
5. Provide a letter introducing yourself to City Council. Describe your participation in school and in the community, any special honors or awards received, what you hope to

do in the future and any other information that you think the City Council may want to know about you.

6. Include a copy of your acceptance letter to you post-secondary educational institution.

For Continuing Applicants

7. A copy of your class schedule-ONLY required if you have already registered for classes
8. Provide a copy of post-secondary education transcript that shows a GPA of 2.5 or higher
9. Provide a letter to City Council requesting to continue your scholarship and briefly describe how your post-secondary education is progressing.

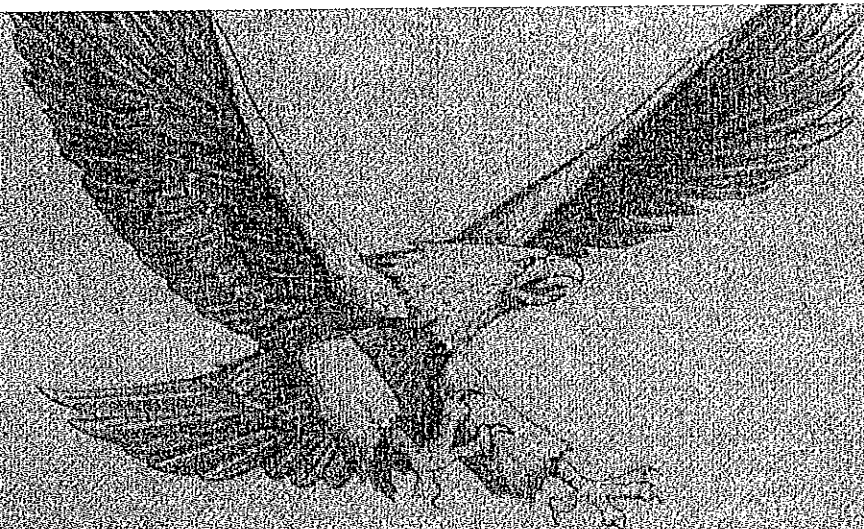
I hereby certify that the information provided in this application and all accompanying documents is true and correct to the best of my knowledge.

Signature: David Medina Date: 7-20-16

I hereby authorize the faculty and staff of CSU Ft. Collins to release information regarding my academic performance to the City Manager, City of Central.

Student's Signature: David Medina Date: 7-20-16

Guardian's Signature: Monica Medina Date: 7-20-16



Diploma of Graduation

Gilpin County High School

Black Hawk, Colorado

This Certifies That

Daniel Madrigal-Garcia

Has satisfactorily completed a Course of Study prescribed for Graduation
from this School and is therefore awarded this

Diploma

Given this fourteenth day of May, Two thousand sixteen

President of Board

Principal

Superintendent



AFFIDAVIT OF RESIDENCY

I, Gloria Garcia, either currently own/rent a residence in the City of Central or have in the past owned/rented a residence in the City of Central.

The property address is/was 300 Lawrence St. and, I hereby attest to the fact that Daniel Madrigal - Garcia resided at this property while attending the
(Name of Applicant)

following years of kindergarten through twelfth (12th) grade: 7th to 12th grade.
(list grades attended as a resident)

I hereby certify that the information provided in this application and all accompanying documents is true and correct to the best of my knowledge.

Signature: Monica Garcia Date: 7-20-16

Printed Name: Daniel Madrigal - Garcia

Applicant Signature: Daniel Madrigal Date: 7-20-16

Student Information				#1634 Gilpin County Secondary School				# Red Rocks Community College			
Student Information				Course	Mark	Weight	Credit	Course	Mark	Weight	Credit
Student Number: 120462333 Grade: 12 Birthdate: 11/25/1997 Gender: M				2013-2014 Grade 10 Term 4				2014-2015 Grade 12 Term 2			
GPA Summary				LA301 Advanced Literature	B	1.0000	0.5	HUM115 World Mythology	C	1.0000	0.5
Cumulative GPA (Weighted) 3.73				MA301 Algebra II	A+	1.0000	0.5	GEO105 World Regional Geography	C	1.0000	0.5
Class Rank 6 of 20				SC301 Chemistry	A-	1.0000	0.5	Credit: 1.000 GPA: 3.00			
Percentile 70.00%				SS213 Honors Geography & Civics	A+	1.0000	0.5	2015-2016 Grade 12 Term 4			
				EL111 HS AVID Elective	A-	1.0000	0.5	ENG122 English Comp 2	B	1.0000	0.5
				FL201 Spanish II	A	1.0000	0.5	Credit: .500 GPA: 4.00			
				EL101 Study Hall	P	0.0000	0.5	Work In Progress			
				EL202 Yearbook	A+	1.0000	0.5	HPE201 H.S. Health			0.500
				Credit: 4.000 GPA: 3.86				HPE080 M.S. Physical Education			0.000
#1634 Gilpin County Secondary School				2014-2015 Grade 11 Term 2				HPE080 M.S. Physical Education			0.000
Course	Mark	Weight	Credit	EL101 Access	P	0.0000	0.5	FA070 MS Art			0.000
2012-2013 Grade 09 Term 2				LA501 AP English Literature	B-	1.0000	0.5	FA070 MS Art			0.000
CS101 Computer Science I	B	1.0000	0.5	SS501 AP US History	B-	1.0000	0.5	EL599RR Red Rocks Online			0.500
MA201 Geometry	A	1.0000	0.5	SS305 Financial Literacy	B+	1.0000	0.5	Standard Tests			
SC211 Honors Biology	B-	1.0000	0.5	HPE201 H.S. Health	A	1.0000	0.5	ACT Composite			
EL111 HS AVID Elective	B+	1.0000	0.5	SC302 Human Anatomy and Physiology	A-	1.0000	0.5	Score:24 Result: Date:04/28/2015			
LA201 Myths & Motifs	B	1.0000	0.5	MA401 Pre-Calculus (Trigonometry)	A	1.0000	0.5	ACT English			
FL101 Spanish I	A+	1.0000	0.5	Credit: 3.500 GPA: 3.83				Score:26 Result:At/Above Date:			
HPE302 Varsity Football	P	0.5		2014-2015 Grade 11 Term 4				ACT Mathematics			
CS201 Web Page Design I	A	1.0000	0.5	EL101 Access	P	0.0000	0.5	Score:26 Result:At/Above Date:			
SS101 World History	A-	1.0000	0.5	LA501 AP English Literature	B	1.0000	0.5	ACT Reading			
Credit: 4.500 GPA: 3.50				SS501 AP US History	A-	1.0000	0.5	Score:24 Result:At/Above Date:			
2012-2013 Grade 09 Term 4				FA101 Art	A+	1.0000	0.5	ACT Science			
FA101 Art	A-	1.0000	0.5	LA311 Expository Writing	B-	1.0000	0.5	Score:20 Result: Date:			
MA201 Geometry	A-	1.0000	0.5	SC302 Human Anatomy and Physiology	A	1.0000	0.5	Credit Summary			
HPE101 H.S. Physical Education	A+	1.0000	0.5	MA401 Pre-Calculus (Trigonometry)	B+	1.0000	0.5	High School			
SC211 Honors Biology	B+	1.0000	0.5	Credit: 3.500 GPA: 3.83				Attempted			
EL111 HS AVID Elective	A	1.0000	0.5	2015-2016 Grade 12 Term 2				Computer Applications	1.000		
LA201 Myths & Motifs	B+	1.0000	0.5	EL101 Access	P	0.0000	0.5	Electives	6.000		
FL101 Spanish I	A+	1.0000	0.5	SC501 AP Biology	B	1.0000	0.5	English	4.000		
SS101 World History	A-	1.0000	0.5	SC502 AP Biology Lab	B+	1.0000	0.5	Fine/Practical Arts	1.000		
Credit: 4.000 GPA: 3.75				MA501 AP Calculus AB	B-	1.0000	0.5	Health	0.500		
2013-2014 Grade 10 Term 2				SS300 Psychology	A	1.0000	0.5	Math	4.000		
LA301 Advanced Literature	B+	1.0000	0.5	EL400 Senior Seminar	P	1.0000	0.5	Physical Education	0.500		
MA301 Algebra II	A	1.0000	0.5	LA325 Shakespeare	B	1.0000	0.5	Science	5.000		
SC301 Chemistry	B	1.0000	0.5	Credit: 3.500 GPA: 3.80				Social Studies	5.000		
SS213 Honors Geography & Civics	A	1.0000	0.5	2015-2016 Grade 12 Term 4				Speech	0.500		
EL111 HS AVID Elective	B-	1.0000	0.5	EL101 Access	P	0.0000	0.5	World Language	2.000		
FL201 Spanish II	A+	1.0000	0.5	SC501 AP Biology	B+	1.0000	0.5	Total	29.500		
SP101 Speech	B	1.0000	0.5	SC502 AP Biology Lab	A-	1.0000	0.5	Total Credits			
EL101 Study Hall	P	0.0000	0.5	MA501 AP Calculus AB	B	1.0000	0.5	29.500			
Credit: 4.000 GPA: 3.43				SS401 Comparative Government	A	1.0000	0.5				
				SS300 Psychology	A+	1.0000	0.5				
				Credit: 3.000 GPA: 4.20							

Nancy Larson
65 Bear Drive
Golden, CO 80403
303-582-5367

April 13, 2016

To Whom It May Concern:

It is very difficult to be the first member of your family to attend college. Daniel Madrigal-Garcia has the perseverance, drive and self-motivation to succeed. Daniel has been a friend of our family for over 6 years. He took the advanced courses at Gilpin County School, and was in almost all of the same classes with my daughter since Middle School. Their school friendship grew into a family friendship and I consider Daniel an extra member of our family.

Daniel is one of the nicest, most honest, and committed students I know. He is extremely hard working and very dedicated. He is honest, trustworthy, and conscientious.

He is known to be one of the brightest students. In complex subjects that seem to come easy to him, he always finds the time to help other students to also understand the courses. He has worked hard in all of his classes, I have seen him skip social functions to make sure his coursework is complete.

Daniel has worked on the school play for several years, happy to put in dozens of hours to create the awesome sets and backgrounds, but also serving in on-stage rolls where needed. He is a true team player, filling in where ever he is needed most.

His commitment to his football team was evident as he didn't miss practice, worked hard in the off seasons lifting weights and preparing to be the best center that he could be. His quiet service was a major factor in the team's successes these past few years.

His commitment to his friends and family has always been his highest priority. He gladly stayed home to help with younger siblings when a family member was ill. He wasn't able to play baseball for the entire season. When my daughter was out of school with an injury for several months, it was Daniel who stayed in touch with her, kept her up on what was happening, and showed sincere and genuine concern for her health. It is Daniel who will reach out to other students who need a little extra support, and make sure they are included.

Daniel has had a job for most of his high school years. You will find his smiling face at the coffee shop in Black Hawk, efficiently serving up coffee and meals.

Your scholarship assistance will help one of Gilpin County's best and brightest. I am confident that he will find many ways to use his education to contribute to his community.

Sincerely,

Nancy Larson



GILPIN COUNTY SCHOOL DISTRICT

10595 Highway 119
Black Hawk, CO 80403
(303) 582-3444

Home of the Eagles

November 27, 2015

To Whom It May Concern,

It is my pleasure to write this letter of recommendation on behalf of Daniel Madrigal-Garcia. I have had Daniel as a student the past three years in Algebra II, Pre-Calculus, and AP Calculus. Daniel is a highly intelligent and perceptive young man. He is skilled in understanding abstract concepts and is able to quickly grasp ideas that many struggle to master. However, rather than be satisfied with the correct answer alone Daniel digs deeper pushing for the "why" behind the numerous mathematical concepts presented in upper division math courses. I am continuously impressed with his desire for knowledge and his curiosity towards applications for higher level mathematics.

Amongst his peers, Daniel has emerged as a leader in AP Calculus. Not only has he been able to push himself further academically, but his peers as well. Daniel is a polite, patient young man and because of this, Daniel's peers often turn to him as a guide through challenging problems. Often times Daniel brings work home from class that he would have been able to complete if he were not helping his classmates. I also hear from students enrolled in classes that he has already taken that he uses his free time to tutor struggling peers. I am impressed each time I watch Daniel's interactions with other students; he is able to guide them with a maturity beyond that of a high school student using questioning to help guide them to the answer.

Daniel has also taken an active role in extracurricular activities. Daniel earned a starting position on the Varsity football team during his freshman year and has lettered all four years. He also joined the Drama department his junior year and plans to be a part of the cast again this spring.

Daniel Madrigal-Garcia is an intelligent, highly motivated student. He is a polite, caring, young man who often puts others before himself. He strives for success for not only himself but for those around him as well. I am confident Daniel will continue to demonstrate the same level of excellence at the college level.

Sincerely,

Rachel Van Hoose

303 582 3444 ext 3172

rvanhoose@gilpin.k12.co.us

Central City Promise Program Scholarship

To whom it may concern,

Over the course of my high school career, I have had the opportunity to participate in several school activities. I am very proud to say I had a four-year participation in playing high school football. I chose to play football because I've always been larger than most of my classmates and that serves an advantage on the football field, especially when playing positions like guard and center. By playing football, I have improved myself by learning to overcome obstacles through hard work and with diligence. Playing football has helped me build character and taught me to persist when faced with a challenge, regardless of how difficult it may seem. I learned the importance of being a leader as well as how to handle stressful situations. Football has changed my life, providing me with confidence, leadership skills, as well as mental and physical strength.

I have also had the pleasure of participating in the school play for two years. I chose to be in the play because I wanted to expand my horizons. I am a huge fan of trying new things and theater interested me. My junior year, I acted as Mr. Darling from Peter Pan. It was difficult to pretend to be something I'm not, especially in front of a crowd. However, with the help of my peers and the director, I was able to give a good performance. Being a part of that play helped me get over my irrational fear of public speaking and allowed me to express myself artistically. My 12th-grade year, I chose to work on building the set pieces and being a part of tech crew. I felt more comfortable behind the scenes, and I learned about carpentry and time management. I was able to be creative with the designs for the set pieces and add my own artistic style to the play. Drama was loads of fun and I am glad I was able to be a part of it.

Over the last two winters, I have taken on a service of shoveling people's driveways around my neighborhood. I live in Central City, and there are many elderly residents who are unable to clear out their driveways. On snowy mornings, I would go out and ask people if they needed me to shovel. I never charged anything but I occasionally received a tip from time to time. I also helped an old friend of mine with her yard work after her she had been recently

widowed. It was nice providing her with some company while working around her house to keep ourselves busy. Some of these jobs included raking leaves, mowing her lawn, tending to her flowers, and cleaning out her garage. I got to learn a lot about her and her life with her husband, and I was glad to help her through a difficult time in her life.

I think I should be selected for this scholarship for various reasons. I am proud to say that I will be the first person from my family to attend a four-year university. My parents were both born in Mexico and could never afford a good education, but they have done all that they can so that I may get one. I've seen my dad come home bone-tired after a long day's work ever since I could remember. He is the hardest working man I know and I don't want all of the hard work he is putting towards mine and my siblings' future go to waste. I will take advantage of the fact that I am going to college and get my degree in order to make my father proud. We have never had money to spare and we have very little saved up for paying for my schooling, so this scholarship will be very helpful financially. I value my education and hope to make the best out of what I can.

An example of a stressful situation would be my first week at my new job. In June 2015, I applied at Mountain Mocha cafe, a small coffee shop in Black Hawk, Colorado. It was a very stressful week because I had to learn a lot in a very short amount of time. The pace of the job was very quick and you had to be aware of many things at once in order not to forget an order or mess it up. My first week, I made many mistakes mainly when we were in a rush. I had to learn quickly and adapt to the fast pace of the shop quickly in order to keep my job. I studied the menu extensively and worked hard to get stuff out on time. I have been working at the shop for over a year now, and I enjoy working there. Thank you for your consideration.

Sincerely,



December 16, 2015

Office of Admissions
1062 Campus Delivery
Fort Collins, CO 80523-1062
(970) 491-6909
FAX: (970) 491-7799
admissions.colostate.edu

Daniel Madrigal-Garcia
PO Box 305
Central City CO 80427-0305

Dear Daniel:

Congratulations! It is my pleasure to offer you admission to Engineering Open Option at Colorado State University for Fall Semester 2016. Through our holistic review process, we strive to bring together a class with diverse perspectives, strengths and ambitions. Your unique accomplishments and potential make you a welcome addition to our community.

Your CSU education will prepare you to be a contributor to the global community, whatever your individual goals may be. Your learning will extend beyond the classroom with opportunities for undergraduate research, internships, international study, leadership and service. Most importantly, as a Colorado State University student you will join a welcoming and supportive community that will advocate for you throughout your time in college and after graduation.

To take the next move toward a future at CSU, review the enclosed information carefully. The *Find Your Place* guide details your options and instructions to apply for campus housing, and the *You're In!* banner outlines the steps to secure and prepare for CSU enrollment. Continue to watch your email for important alerts and find details about the steps for admitted students at admissions.colostate.edu/admitted/freshman-admits/.

On behalf of all our faculty and staff, welcome to the Colorado State University community. I hope you will share this exciting news with the family, friends and mentors who have helped you reach this important milestone. I know they will be as proud of your accomplishment as we are to have you as a Ram.

Sincerely,

A handwritten signature in black ink that reads "Melissa Trifiletti". The signature is fluid and cursive, with the first name "Melissa" and last name "Trifiletti" clearly distinguishable.

Melissa Trifiletti
Director of Admissions

[Home](#)
[Contact Us](#)
[Print](#)
[WebMail](#)
[Canvas](#)
[RamCT](#)
[Log Out](#)

My Fall Semester 2016 Schedule

Daniel Madrigal-Garcia

<csuid>831-001-809</csuid>

[Color Off](#)

[Course Drop & Withdrawal Information](#)
[Course Schedule Import](#)

[Google Apps](#)

	Su	Mo	Tu	We	Th	Fr	Sa
10:00 AM							
11:00 AM							
12:00 PM							
1:00 PM							
2:00 PM							
3:00 PM							
4:00 PM							
5:00 PM							
6:00 PM							
7:00 PM							
8:00 PM							
9:00 PM							

17 Total Credits

18 Max Credit Hours

MATH 160-006 - Calculus-Physical Scientists I

4 Credit Hour(s); Instructor: Pilgrim, Mary Elizabeth

1:00PM - 1:50PM | M W F | Engineering E 103 | Aug. 22 - Dec. 11

5:00PM - 6:50PM | R | Sep. 15 - Sep. 15

5:00PM - 6:50PM | R | Oct. 13 - Oct. 13

5:00PM - 6:50PM | R | Nov. 10 - Nov. 10

Deadlines: | Add: Aug. 28 | Add w/ override: Sep. 07 | Drop: Sep. 07

Withdraw: Oct. 17

MATH 160-L06 - Calculus-Physical Scientists I

0 Credit Hour(s); Instructor: N/A

1:00PM - 1:50PM | T | Engineering E 103 | Aug. 22 - Dec. 11

Deadlines: | Add: Aug. 28 | Add w/ override: Sep. 07 | Drop: Sep. 07

Withdraw: Oct. 17

ECE 102-L04 - Digital Circuit Logic

0 Credit Hour(s); Instructor: Eads, William D

5:00PM - 6:40PM | W | Engineering C 207 | Aug. 22 - Dec. 11

Deadlines: | Add: Aug. 28 | Add w/ override: Sep. 07 | Drop: Sep. 07

Withdraw: Oct. 17

ECE 102-001 - Digital Circuit Logic

4 Credit Hour(s); Instructor: Eads, William D

11:00AM - 12:15PM | T R | Scott Bioengineering 101 | Aug. 22 - Dec. 11

Deadlines: | Add: Aug. 28 | Add w/ override: Sep. 07 | Drop: Sep. 07

Withdraw: Oct. 17

ART 100-002 - Introduction to Visual Arts

3 Credit Hour(s); Instructor: Deming, Monica Ann

11:00AM - 11:50AM | M W F | Visual Arts F 101 | Aug. 22 - Dec. 11

Deadlines: | Add: Aug. 28 | Add w/ override: Sep. 07 | Drop: Sep. 07

Withdraw: Oct. 17

CHEM 111-004 - General Chemistry I

4 Credit Hour(s); Instructor: MacFarland, Kerry Jane

3:00PM - 3:50PM | M W F | Chemistry A 103 | Aug. 22 - Dec. 11

7:00PM - 8:50PM | R | Oct. 06 - Oct. 06

7:00PM - 8:50PM | R | Oct. 27 - Oct. 27

7:00PM - 8:50PM | R | Nov. 17 - Nov. 17

7:00PM - 8:50PM | R | Sep. 15 - Sep. 15

Deadlines: | Add: Aug. 28 | Add w/ override: Sep. 07 | Drop: Sep. 07

Withdraw: Oct. 17

CHEM 111-R15 - General Chemistry I

0 Credit Hour(s); Instructor: Tucker, Ruth Harmony

4:00PM - 4:50PM | T | Chemistry B 302 | Aug. 22 - Dec. 11

Deadlines: | Add: Aug. 28 | Add w/ override: Sep. 07 | Drop: Sep. 07

Withdraw: Oct. 17

Meet time/location information is unavailable for the class(es)

MATH 124-001 - Logarithmic&Exponential Functn

MATH 126-001 - Analytic Trigonometry



To: Mayor and Council

From: Daniel R. Miera, City Manager

Date: August 16, 2016

Re: Staff Report

❖ **General**

- Conducted Staff Meetings.
- Various meetings with council members, staff, and community members.
- Attended Rotary Meetings.
- Fulfilled Jury Duty service in Gilpin County.

❖ **Legal**

- Worked with City Attorney McAskin and City Clerk Bechtel to finalize the Election IGA.
- Discussed with City Attorney McAskin the City's plans to address the KOA's and CCBID's concerns regarding the requirement that a property petition for inclusion into the CCBID.

❖ **Community Development / Planning**

- Participated in a walking tour of properties around the City with Opera staff and guests on Saturday, August 6th.
- Worked with PW Director Hoover and the Prospector's Run HOA to finalize the Snow Removal Contract (Mack Rd.) for the 2016-2017 winter season.

❖ **Water**

- Participated in conference call with Deere & Ault to finalize details for the upcoming Chase Gulch Reservoir Toe-Drain Project.

❖ **Public Safety**

- Met with Casino Owners/Operators and BID Manager to discuss the details of the Law Enforcement MOU and proposed IGA. We also discussed potential plans to improve video surveillance in the Century Parking garage, and discussed additional planning efforts for the bus program with respect to the Leavitt Street closure.
- Attended the Pit Rally Public Safety Planning Meeting in preparation of the event.
- Continue to work with staff and the GCSO on the items relating to the MOU and the proposed IGA, as well as recent concerns raised by Black Hawk.

City Clerk's Office

To: Mayor Engels, City Council, and City Manager Miera

From: Reba Bechtel, City Clerk

Date: August 16, 2016

Re: Bi-weekly Report

- Prep for the Regular Council meeting of 8/16.
- Prepped for HPC on 8/10.
- Worked with County Clerk Stewart and City Attorney to prep the IGA for the November 8, 2016 election.
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records response, liquor, and marijuana.

To: Daniel R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: August 16, 2016
Re: Staff Report

➤ **Finance**

- Attended a demo on Accounts Receivable with Caselle.
- Began preparing the Budget Calendar for 2017.
- Working with CIRSA to include the Belvidere on the City's insurance coverage.
- Began preparing the Management Discussion and Analysis for 2015.

To: Central City Council

From:  Ray W. Rears, Community Development Director

Date: August 16, 2016

Re: Department Update

**Community
Development
Department**

Development

- 1) Colvin Tract – Parking Lot – City of Black Hawk – Fmr. Clinic site.
 - a. Permit has been issued
- 2) GIS Services – Revised parcel layer has been released along with some utility lines
- 3) Comp Plan/Zoning Code / Design Guidelines –
 - a. September 14th – Community Meeting to Discuss Community Economic Development and Public Facilities Services
- 4) CDBG – Resilience Planning Grant received - \$75,000 (no match).
 - a. RFP Advertised – Closes Aug. 25th.
- 5) Enterprise Zone – initial letter of interest sent to the NW Enterprise Zone.
- 6) McShane/Doc Holiday/Scarlets buildings development pending. 7 Healing Stars – Preliminary Review by PC – Aug. 3rd
- 7) Wayfinding Signage – HPC comments received – Revised drawing being prepared.
- 8) Lease Agreement with Clear Creek Development Corp being discussed.
- 9) Various initial development/building inquiries addressed.
- 10) 2015/ 2016 Year-over-year average trips per day over the Parkway have increased 44%, (CDOT) with the greatest percentage changes occurring on Monday, Wednesday & Thursday. Gaming tax revenue increased five out of the last six months (CDOG).

IT/Web/Audio Visual

- 1) Website, Facebook and Twitter internal administration continues.
- 2) Channel 20 – Streaming to Web page work in progress.
 - a. Functional
- 3) Interactive Events Calendar on the website.
- 4) Comp Plan/Zoning Code/Design Guidelines tab has been created.
- 5) Local weather now provided on the City website.

Historic Preservation

- 1) Historic Preservation State tax credits promoted under economic development tab on the City website.
- 2) Belvidere
 - a. Quote for concept drawing requested. Estimated delivery by July 31st
 - b. Meeting with contractor to discuss the project.
- 3) Historic Preservation Cases – 14 year-to-date.

Code Enforcement – Active

1) Active cases – 10 Open cases referred to Attorney - 3 Closed cases - 8

Events / Marketing

- 1) Attending Main Street meetings.
- 2) Met with organizers of the Central City Hill Climb (Sept) & Pit Rally (Aug)
- 3) Pit Rally Event – Fri. Aug. 12th 7 a.m. – 1 p.m. (Parkway Closed), Sat. Aug. 13th (Parkway Open), Sun. Aug 14th (7 a.m. – 7 p.m. est. Main Street and Parkway Closed). Race begins at 11 a.m.
- 4) Billboard
 - a. City Billboard Use
 - i. Available in September
 - b. Solar Lighting installed on sign 6.
- 5) Working with multiple publications for more visibility within the Metro area.
- 6) Acquisition of GF Gaming shuttle - in process
- 7) Main Street Central City Activities:

Visitor Center

Staffing

- 1) IT support staff facilitation continues.
- 2) Investigating a wellness program.
 - a. Fit bit's program will be rolling out soon.

To: Mayor Engels, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: August 11, 2016

Re: Bi-weekly Report

Over the past two-weeks, public works staff has performed the following activities:

- Continued noxious weed spraying
- Performed large crack repairs on the Parkway (See attached pictures)
- Monitored and assisted with the installation of the guardrail on the Parkway Ramps. This project is completed
- Patched potholes
- Swept roadways
- Provided support for the Pit Rally
- Negotiated the Snow Removal IGA with Prospector Run

MEMORANDUM

DATE: 11 August 2016

TO: Daniel Miera / City Manager

FROM: Gary Allen / Fire Chief

RE: Activity Report

The Fire Department responded to 250 incidents as of 11 August, 2016 from 26 April 2016 with 22 incidents being out of city, and of those 15 incidents was for Mutual Aid (MA) to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Medical - 61

Fire Alarms - 35

MVA - 20

Public Assist - 3

Haz-Mat - 2

Smoke Investigation (Wildland) - 10

Swift Water - 3

Wildland Fire - 4

Fires - 4

Training

Conducted regular department training on vehicle extrication JPR's.

Meetings

Attended City Council meetings

Attended Staff meetings at City Hall

Attend Communications and Operations meeting in Idaho Springs

Met with Steve Boulter on Firefighter Foundation issues

Met with Rick Douglas with the Pit Rally on upcoming event

Met with Mike Nicholas with the Hot Rod Hill Climb

Apparatus

Have had work down to E-31, 1986 Pierce Engine

Have had work done on R-31, 1993 GMC Light Rescue

Took B-31 down to Denver for Lightbar damage repair estimates

Have had work done on C-31, 2006 Dodge Command

Have had work done on C-32, 1993 Chevy Blazer

General

We had the garage door at Station 1 come down onto Brush 31 causing damage to the lightbar and the garage door. We are in the process of mitigating the problem and getting repair estimates.